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10 Attorneys for Defendant
WELLS FARGO BANK, N.A., successor
11 by merger with Wells Fargo Bank
Southwest, N.A., f/k/a Wachovia Mortgage,
12 FSB, f/k/a World Savings Bank, FSB
("Wells Fargo") (erroneously sued as
13 "WELLS FARGO HOME MORTGAGE,
INC.")

14
15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17

18 ROSARIO FORONDA and BELLA DIVINA,

19 Plaintiffs,

20 v.

21 WELLS FARGO HOME MORTGAGE, INC.
and DOES 1-10 inclusive,

22 Defendants.
23
24
25

CASE NO.: 5:14-CV-03513-LHK

[The Honorable Lucy H. Koh]

**STIPULATED DISMISSAL WITH
PREJUDICE PURSUANT TO FED. R. OF
CIV. P. 41(a)(1)(A)(ii)**

Date Action Filed: July 2, 2014

Date Action Removed: August 2, 2014

Superior Court Case No. 114CV267426

26 TO THE HONORABLE JUDGE LUCY H. KOH: Plaintiffs, ROSARIO FORONDA
27 and BELLA DIVINA (hereinafter, "Plaintiffs") and WELLS FARGO HOME MORTGAGE,
28 INC., (hereinafter, the "Defendant") (or, referred to collectively as the "Parties"), by and

1 through their respective attorneys of record, hereby stipulate to the dismissal of this action
2 **with prejudice** pursuant to FRCP Rule 41 (a)(1)(A)(ii). Pursuant to Rule 41(a)(1)(A) (ii), a
3 "plaintiff may dismiss an action without court order by filing . . . a stipulation signed by all
4 parties who have appeared."¹

5 **RECITALS**

- 6 1. On or about July 2, 2014, Plaintiffs filed this case in the Superior Court, County of Santa
7 Clara, with case number 114CV267426 assigned. (Hereinafter, the "Action.")
8
9 2. On August 2, 2014, Defendant filed a Notice of Removal and removed the Action to the
10 instant court.
11
12 3. On or about March 28, 2015, the Parties agreed in principal to a settlement.
13
14 4. Accordingly, the undersigned Parties hereby represent that they have entered into a
15 settlement agreement which has resolved all controversies to their mutual satisfaction.

16 WHEREFORE, the Parties hereby agree to dismiss the instant case with prejudice
17 pursuant to Rule 41(a)(1)(A)(ii) with each party to bear their own attorneys' fees and costs in
18 accordance with the terms of the Agreement between the Parties.
19

20 Dated: **April 2, 2015**

FARSAD LAW OFFICE, P.C.

21 /s/ Arasto Farsad

22 By: Arasto Farsad

23 Attorneys for Plaintiffs

24 ROSARIO FORONDA and

25 BELLA DIVINA
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27 ¹ Voluntary dismissals filed pursuant to this rule allow the parties to bypass the court and
28 effectuate dismissals without court order. Thus, a properly filed stipulated dismissal made
pursuant to Rule 41(a)(1)(ii) is effective automatically and does not require judicial approval.
See, e.g., Hester Indus., Inc. v. Tyson Foods, Inc., 160 F.3d 911, 916 (2d Cir. 1998) and cases
cited therein.)

1 Dated: April 2, 2015

2 ANGLIN, FLEWELLING, RASMUSSEN,
3 CAMPBELL & TRYTTEN LLP

4 By: /s/ Scott T. Reigle

5 Scott T. Reigle

6 Attorneys for Defendant WELLS FARGO BANK, N.A.,
7 successor by merger with Wells Fargo Bank Southwest,
8 N.A., f/k/a Wachovia Mortgage, FSB, f/k/a World
9 Savings Bank, FSB ("Wells Fargo") (erroneously sued
10 as "WELLS FARGO HOME MORTGAGE, INC.")

11
12 I hereby attest that I have on file all holographic signatures corresponding to any signatures
13 indicated by a conformed signature (/S/) within this e-filed document.

14
15
16 The Clerk shall close the case file.

17
18 Dated: April 3, 2015

